

445291

RECORDS
PASCO COUNTY, FLA

Dec 28 3 23 PM '74

RECORD VERIFIED

DECLARATION OF RESTRICTIONS AND COVENANTS

WHEREAS, the undersigned, LINDRICK CORPORATION, a Florida corporation, is the owner of certain property located in Pasco County, Florida, and known as:

FLOR-A-MAR SECTION 19-B

RECORD VERIFIED

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PASCO COUNTY, FLA

RECORD

426771

WHEREAS, the said property was approved and placed on record by the Board of County Commissioners of Pasco County, Florida, on the 23rd day of December, 1974, being recorded in Plat Book 13, Pages 97 and 98, Public Records of Pasco County, Florida;

AND WHEREAS, the undersigned intends to establish certain restrictions and covenants running with the land;

NOW, THEREFORE, the undersigned as owners of said property do hereby make the following declaration of restrictions and covenants as to limitations, restrictions, and uses to which said property may be put, hereby specifying that said declaration shall constitute covenants to run with all of the land as provided by law and shall be binding on all parties and all persons claiming under them and for the benefit of and limitations upon all future owners of said property or part or parcels thereof, this DECLARATION OF RESTRICTIONS AND COVENANTS BEING designed for the purpose of keeping said property desirable, uniform and suitable, as herein specified:

1. All of the requirements of every kind and character of the Pasco County Planning and Zoning Commission shall be complied with.
2. Easements for installation and maintenance of utilities and drainage facilities are reserved on and for the rear five (5) feet of each lot, and the side three (3) feet of the actual boundary lines between individual property owners (not necessarily coincident with the side lot lines on said plat), and the public ways as designated on said plat. Reserved areas for said easements shall not be covered by pavement or gravel lawn or similar material.
3. No lot or parcel within said property shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any residential lot other than one detached single family dwelling not to exceed two (2) stories in height and a private garage for not more than three (3) cars.

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4. No trailer, tent, garage or other outbuilding shall be used as a residence, temporarily or permanently; and no outbuilding may be erected except a garage for not more than three (3) cars. No fence of any type shall be erected beyond the front building line of the property. Installation of any fencing material on the property to the rear of the front building line shall be approved by the undersigned, or its successors, assigns, or delegees, in writing at its pleasure before installation, with special provisions prohibiting walk, fences, obstructions, docks, etc., as above stated or mentioned, and all other than landscape in this side set-back area.

5. The ground floor area of a 1 or 1 1/2 or 2 story, one family dwelling shall be a minimum of 1000 square feet exclusive of the garage area and screened porches. Carports shall not be permitted. All garages shall be not less than ten feet wide and twenty-four feet deep. Garage doors shall not exceed 7' in height. Reasonable access for conventional automobiles shall be required.

6. No dwelling shall be erected nearer than 15 feet to the front property line, and/or the street side property lines on corner lots. No dwelling shall be erected nearer than 5 feet to any side property line. Wing walls shall be exempted from these restrictions, but must be shown and approved with architectural drawings.

7. All homes in this area shall have a minimum of an 18 inch roof overhang. Mansard roofs shall not be less than 36" in height.

8. No building or structure shall be erected, placed or altered on any lot, nor shall any storage tank, whether above or below ground, be installed until the design and location thereof shall have been approved in writing by said undersigned, or its successors, assigns or delegees. If said undersigned or its successors, assigns, or delegees shall fail to approve or disapprove such design and location within thirty (30) days after plans therefore have been submitted to it, such approval will not be required. If a garage is built either simultaneously with or subsequent to the construction of the dwelling, same shall be substantial and shall conform architecturally to the neighborhood.

9. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done therein which may be or become an annoyance or nuisance to the neighborhood.

10. No barracks type or other structure shall be moved on any lot or parcel.

11. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats and other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. All pets shall be on leashes, when outside the premises of lot owner.

12. No sign of any kind shall be displayed to the public view on any lot except, 1) one professional sign of not more than one foot square; or 2) one sign of not more than five square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales period.

13. All seawall plans, including line and elevation, shall be approved by the developer prior to start of construction.

14. Whenever door-to-door mail delivery is available, curbside mail boxes shall be prohibited.

15. Clothes drying areas shall be restricted to side yards, between the front and rear building lines.

16. All house trailers, all commercial vehicles, with business designation painted thereon, all vehicles with classified load greater than three fourths (3/4) tons, and all boats, boat trailers, camping or vacation trailers, luggage trailers, and similar vehicles and trailers, shall not be parked or stored regularly or habitually upon any lot or lots within said subdivision; except, however, the same may be parked or stored in a garage.

17. Swimming pools, the tops of which are level with the ground, or are graded to ground level, shall be permitted provided, however, that the plans for same shall be approved by the undersigned pursuant to the procedure set out in paragraph 8. All other swimming pools (including surface pools or those not recessed into the ground) are prohibited.

18. Individual lots shall not be resubdivided without the written approval of the undersigned, its successors or assigns.

19. No overhead cables, lines, pipes of any description will be permitted other than those associated with radio and television, which shall be within the vertical projections of the front and rear building lines.

20. The owner must maintain front yard to back of curb, although it be a public right of way.

21. No covered docks or earth embankment docks shall be permitted.

22. The height of the finished first floor shall not exceed 30" elevation above the top of the curb.

23. Premium roofing such as concrete tile, burned clay tile, cement asbestos tile, cedar shingles or shakes, etc., shall be permitted; no composition shingles or rolled roofing shall be permitted. No built up gravel shall be permitted where it may be seen from any elevation.

24. Each owner, his personal representatives and assigns shall, by the acceptance of the delivery of a deed of conveyance from the undersigned or its successors or assigns, be deemed to agree to pay to the utility company or governmental agency, from time to time, providing street lighting facilities, a charge of \$18.00 per year, payable at the rate of \$1.50 per month for street lighting facilities to be erected and maintained on or near said property, said \$1.50 per month charge being a lien upon said property and enforceable as a statutory lien. The amount of the charge shall increase or decrease in direct proportion to the cost of said street lighting facilities (including the structures and electricity) to the utility company or governmental agency concerned.

25. The undersigned subdivider reserves the right to make reasonable modifications, clarifications, and variations of these restrictions without notice or liability to the owners of the other lots within this subdivision.

26. Owner shall direct his builder to keep the building site clean during construction. All building debris shall be removed from each building site as often as necessary to keep the property attractive. Such debris shall not be dumped in any area of the subdivision.

27. Whenever the undersigned may correct, repair, clean, preserve, clear or take any action on the property of any lot owner, entering the property and taking such action shall not be deemed a trespass.

28. The southerly 10 feet of Lot 12 shall be specifically reserved for ingress and egress by the undersigned, his successors and assigns, and those employees of Lindrick Corporation and/or Lindrick Service Corporation only.

These covenants, conditions, restrictions and reservations shall be perpetual and shall apply to and be forever binding upon each owner of the property or any part or parcel thereof hereafter, and are imposed on said property as an obligation or charge against the same for the benefit of the undersigned, its successors and assigns, and each subsequent owner of the property or any part or parcel thereof.

The undersigned and every person hereinafter having any right, title or interest in any of said property or any lot or parcel thereof shall have the right to prevent or stop violation of any of said restrictions or covenants by injunction or other lawful procedure and to recover any damages resulting from such violation.

The invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

EXECUTED this 20th day of December, 1974 at New Port Richey, Florida.

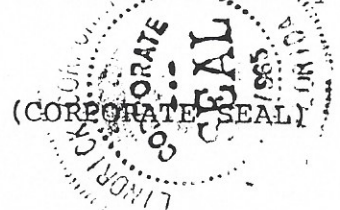
LINDRICK CORPORATION, A Florida Corporation

Signed, Sealed and Delivered in the presence of:

[Signature]
As Its President

Margaret E. Mountain
Robert G. Caswell

Attest: Gloria P. Solensky
As Its Assistant Secretary



REC 778 JAN 28 1975
REC 778 JAN 13 1975

STATE OF FLORIDA)
)
COUNTY OF PASCO)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, JOHN H. EVANS and GLORIA P. SOLINSKI, to me known to be the persons described in and who executed the foregoing instrument as PRESIDENT and ASSISTANT SECRETARY respectively of LINDRICK CORPORATION, a Florida corporation, and severally acknowledged before me that they executed the same as such officers in the name and on behalf of said corporation.

WITNESS my hand and official seal at New Port Richey in the County and State aforesaid, this 20th day of December, 1974.

Margaret E. Mountain
Notary Public, State of Florida

My commission expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 10, 1978
BONDED THRU GENERAL INSURANCE UNDERWRITERS

7-10-78



This instrument prepared by:

Mr. John H. Evans
17 Floramar Terrace South
New Port Richey, Florida 33552

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